

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

-----X	:	
	:	
Tom Brady, et al., individually, and on behalf of:	:	
all others similarly situated	:	
	:	Civil Action No. 0:11-cv-00639-
Plaintiffs,	:	SRN-JJG
	:	
vs.	:	
	:	
National Football League, et al.,	:	SUPPLEMENTAL
	:	DECLARATION OF
Defendants.	:	<u>RICHARD A. BERTHELSEN</u>
	:	
	:	
-----X	:	

Richard A. Berthelsen, being duly sworn, deposes and states as follows:

1. I am General Counsel of the National Football League Players Association (“NFLPA”), and have served in that capacity since 1983. I submitted a declaration dated March 11, 2011 in support of the request of the class for a preliminary injunction enjoining the NFL Defendants’ “lockout” (“3/11/11 Decl.”). I make this supplemental declaration in further support of that request.

The NFL’s Waiver of Any Sham Renunciation Defense

2. In my March 11 Declaration, I reviewed the history of the provision in the Reggie White Stipulation and Settlement Agreement (“SSA”) in which the NFL waived any right to challenge a decision by the majority of NFL players to give up their union status once the SSA expires. 3/11/11 Decl., at 2-5.

3. That provision is as follows:

Section 5. (a) In effectuation of this Agreement, the Parties agree that, after the expiration of the express term of such CBA, then, if there is a Players Union in existence, the Parties agree that none of the Class Members or any player represented by any Players Union shall be able to commence an action, or assert a claim under the antitrust laws for conduct occurring, until either: (i) Defendants and any Players Union have bargained to impasse; or (ii) six months after such expiration, whichever is later; at that time, the Parties reserve any arguments they may make regarding the application of the labor exemption.

(b) In effectuation of this Agreement, the Parties agree that, after the expiration of the express term of any CBA, in the event that at that time or any time thereafter a majority of players indicate that they wish to end the collective bargaining status of any Players Union on or after expiration of any such CBA, the Defendants and their respective heirs, executors, administrators, representatives, agents, successors and assigns waive any rights they may have to assert any antitrust labor exemption defense based upon any claim that the termination by the players or any Players Union of its status as a collective bargaining representative is or would be a sham, pretext, ineffective, requires additional steps, or has not in fact occurred.

Article XVIII, Section 5 of the SSA. Virtually identical language appears in Article LVII, Section 3 of the CBA.

4. I reviewed the history of the Freeman McNeil, Keith Jackson, and Reggie White litigations in some detail in my initial declaration. These litigations provide the context for the waiver provisions in Article XVIII, Section 5.

5. The McNeil case was filed after the Eighth Circuit had decided that NFL players could not pursue antitrust claims against the NFL while

they were represented in collective bargaining by the NFLPA. Powell v. NFL, 888 F.2d 559 (8th Cir. 1989).

6. Accordingly, in 1989, the Executive Committee of the NFLPA decided to abandon collective bargaining rights, a substantial majority of NFL players indicated that they agreed with the NFLPA's decision to end union representation in order to allow player antitrust lawsuits to go forward, and the player representatives unanimously voted to end the NFLPA's status as the players' collective bargaining representative and to restructure the organization as a voluntary trade association.

7. The NFLPA filed a labor organization termination notice with the U.S. Department of Labor; filed with the IRS to reclassify its status from a labor organization to a business league; gave up the right to engage in collective bargaining with the NFL over any terms and conditions of employment; gave up the right to negotiate benefits with the NFL; gave up the right to strike without it being challenged as an antitrust violation; gave up the right to participate in the administration of player retirement plans; gave up the right to represent players in grievance proceedings (with the result that players had to pursue any claims against the NFL or its clubs with their own counsel); gave up the right to receive player contracts and salary information directly from management to enable the NFLPA to maintain records on player compensation; gave up the right to meet

regularly with players on club property; and gave up the right to regulate player agents and thereby protect players from any unscrupulous agents.

8. In doing so, when the NFLPA renounced its union status in 1989, the players gave up valuable benefits under the labor laws as the price for obtaining their antitrust rights.

9. These events are reviewed by Judge Doty in his decision in McNeil v. NFL, 764 F. Supp. 1351, 1354-56 (D. Minn. 1991), but I have personal knowledge of these events as well. I saw then, first hand, the choices the players had to make to give up their labor law rights to pursue their antitrust rights.

10. Notwithstanding all of these steps, in 1991, as now, the NFL owners claimed that the NFLPA's actions "may be a sham because the NFLPA still functions as a labor union and the disclaimer is merely a tactical maneuver to pressure the NFL defendants into negotiations," and that disputes exist "regarding the NFLPA's motive, credibility and good faith." Id. at 1354-55. Judge Doty rejected all of those arguments and determined that no ongoing collective bargaining relationship existed, and that the nonstatutory labor exemption had ended. Id. at 1359.

11. The McNeil jury trial then followed, in which the NFL owners were determined to have violated the antitrust laws in restricting NFL players. The NFL owners were found by a jury to have gone too far and violated the Sherman Act. Then, in the Keith Jackson action, Judge Doty issued a

preliminary injunction against continued application of the owners' restrictions, including on the basis that the Court had determined in McNeil that the non-statutory labor exemption no longer applied after the players abandoned their union. Jackson v. NFL, 802 F. Supp. 234, 236 (D. Minn. 1992).

12. After that, the Reggie White class action litigation was filed, predominantly seeking injunctive relief, and the parties engaged in settlement discussions. Thus, when the SSA was agreed to by the parties, it occurred in the context of the NFL owners already strenuously claiming that the NFLPA's decertification was a sham, and Judge Doty having squarely rejected those assertions.¹

13. When the Reggie White settlement discussions commenced, with the NFLPA acting as an advisor to class counsel in those negotiations, I and the late Gene Upshaw, the now-deceased former Executive Director of the NFLPA, were strongly opposed to reforming the NFLPA as a labor organization

¹ As Judge Doty noted in his decision approving the SSA, the NFLPA properly acted as an advisor in the negotiation of the SSA. White v. NFL, 822 F. Supp. 1389, 1430-31 (D. Minn. 1993) ("[B]y sponsoring various lawsuits, the NFLPA was not thereby acting as the players' collective bargaining representative. Where it was appropriate for the NFLPA to finance the prosecution of antitrust litigation challenging the terms and conditions of employment, the court finds that the NFLPA's role as consultant to class counsel in settling the same litigation is also lawful and appropriate.") (citations omitted). The settlement talks that started during the McNeil action and resulted in the SSA were conducted under letter agreements in which the NFL agreed that the discussions were litigation settlement discussions, and not collective bargaining, and could not be used against the players for any legal purpose. (Letters attached hereto as Exhibit A).

because the NFLPA's experience in collective bargaining had been much less successful than the route of acting only as a trade association and advisor, and pursuing antitrust litigation against the NFL clubs. Thus, when the NFL representatives insisted that resumption of a collective bargaining relationship between the NFL and the NFLPA be a condition of settlement, the NFLPA counter-insisted that the NFLPA would be permitted to cease acting as a collective bargaining representative at the expiration of the collective bargaining agreement and the NFL would not be permitted to object to that change or argue that it was a sham. That deal was struck as part of the settlement negotiations and, in fact, it is my belief that without the restriction of the NFL's purported right to object to the possible later dissolution of the NFLPA, there would have been no settlement in the Reggie White case.

14. As reviewed in my initial declaration, the players re-formed the NFLPA as a union only because the owners insisted on that step as a condition of the settlement remaining in place, with the owners having the right under the SSA to terminate the agreement if the NFLPA was not re-formed as a union. SSA, as amended May 6, 1993, Article XXVI, Paragraph 5 ("In effectuation of this Agreement, in the event that a majority of NFL players have not decided to be represented by a Players Union or a CBA is not executed by the time of Court Approval, Defendants shall have the option to terminate this Agreement and the parties will return to the status quo prior to this Agreement, under the same terms

and conditions as if Court Approval had been denied at such time.”) (attached hereto as Exhibit B).²

15. Thus, the NFL’s insinuation in their opposition papers that class counsel and the NFLPA made less than truthful representations to the Court in the McNeil litigation that the NFLPA’s disclaimer was intended to be permanent (Opp’n at 6-7) – is disingenuous. The NFL knows that the NFLPA was re-formed as a union, and the CBA was entered into, only because the owners insisted on it as a condition under the SSA after the McNeil jury verdict was rendered and after the players had no union for more than three years.

16. In my initial declaration, I quoted from the sworn declaration of Gene Upshaw, which was submitted to this Court in connection with the NFL’s failed 1997 attempt to terminate this Court’s jurisdiction to enforce the SSA. As Mr. Upshaw said then, in relevant part:

The only reason I agreed to recommend that the NFLPA be converted from a trade association back into a union, however, is because the owners demanded that as a condition for the Settlement Agreement, but *also agreed to a provision that, at the end of the settlement, a majority of players could indicate their desire to terminate the union and the owners couldn’t then use against the players the existence of the union during the term of the Settlement Agreement.* I would never have recommended that the players reform the NFLPA as a union in 1993, shortly after the White Settlement Agreement had been agreed to, and agreed to a Collective Bargaining Agreement with the NFL owners, if the union could be

² This provision was moot once the NFLPA was re-formed as a union, so it was omitted from subsequent versions of the SSA when the SSA was later extended and amended in various respects.

used to hurt the players. Indeed, if that were the result, I would not hesitate to recommend that the players immediately decertify the NFLPA as their collective bargaining representative.

Declaration of Eugene Upshaw, dated August 25, 1997, at ¶ 8 (*italics added*).

17. Thus, when class counsel in consultation with the NFLPA agreed on the waiver provisions in the SSA dealing with potential NFL assertions that a future decertification of the NFLPA would be a “sham,” that took place in the context of Judge Doty having already rejected those NFL assertions in the McNeil litigation. As Mr. Upshaw stated in his sworn declaration, the NFLPA (and class counsel) would never have recommended that the SSA be entered into unless it contained a “provision that, at the end of the settlement, a majority of players could indicate their desire to terminate the union and the owners couldn’t then use against the players the existence of the union during the term of the Settlement Agreement.” *Id.* (*emphasis added*).

18. The NFLPA’s possible renunciation of its collective bargaining status as the CBA expired was expressly contemplated by the SSA, with a waiver provision designed to prohibit the NFL from resurrecting its already-rejected “sham” argument. To the extent that history is repeating itself, it is doing so in a manner already reviewed and approved by the courts in both the McNeil and White actions, and in a manner contemplated by the parties to the SSA.

19. Moreover, as occurred nearly 20 years ago, the NFLPA's recent renunciation of its collective bargaining status is not a matter of mere form, but carries with it the surrender of all of the players' labor law benefits, so that the players may assert their antitrust rights.

20. As in 1989, the NFLPA is filing a labor organization termination notice with the U.S. Department of Labor, is filing with the IRS to reclassify its status from a labor organization to a business league, has given up the right to engage in collective bargaining on behalf of NFL players, has given up the right to negotiate benefits with the NFL, has given up the right to strike without it being challenged as an antitrust violation, has given up the right to represent players in grievance proceedings (with the result that players must pursue any claims against the NFL or its clubs with their own counsel), and has given up the right to regulate player agents.

21. By taking these steps, the NFLPA is returning to the status quo that existed before the SSA was entered into, and before the NFL insisted that the NFLPA reconstitute itself as a union as a condition of the Reggie White settlement.

The NFL's Imposition of the Illegal Lockout

22. On March 11, 2011, shortly before midnight, after the NFLPA had advised the NFL earlier that day that it had renounced its status as the collective bargaining representative of NFL players, the NFL sent a notice to the

NFLPA stating as follows: “Please be advised that, assuming that the National Football League (‘NFL’) and the National Football League Players Association (‘Union’) have not agreed upon terms for a collective bargaining agreement by 11:59 p.m. on March 11, 2011 (when the parties’ current agreement expires), the NFL’s member Clubs will institute a lockout of members of the Union’s bargaining unit immediately thereafter.” A copy of that notice is attached hereto as Exhibit C.

The NFLPA’s Reaffirmation of Its Renunciation Establishes Beyond Any Question That the NFL Cannot Make Any “Sham” Argument

23. Article XVIII, Section 5(b) of the SSA applies when the players have indicated that they no longer wish to be represented in collective bargaining, and that status continues after the SSA has expired. However, even if Section 5(b) required an affirmative act by the players after expiration of the SSA (it does not), the players have done that as well.

24. Specifically, after the expiration of the SSA, the player directors of the NFLPA (formerly known as player representatives when the NFLPA was a union), undertook to contact all of their teammates to determine the extent to which the players wished to reaffirm that the NFLPA is not the collective bargaining representative of NFL players. The player directors then voted to reaffirm the NFLPA’s renunciation of its collective bargaining status based on the majority view of the players on each of their teams.

25. The player directors for all 32 teams have reported that they contacted their teammates, and, as authorized by the indications of more than a majority of NFL players on each of those teams, have unanimously voted to reaffirm that the NFLPA is not the collective bargaining representative of NFL players. Attached hereto as Exhibit D is a copy of the votes cast by the player directors for all 32 NFL teams.

26. These actions, done after expiration of the SSA, more than fulfill any asserted requirement for a post-expiration “indication” from a majority of the players as to the NFLPA’s non-union status.

The NFL’s Characterization of the NLRB “Proceedings”

27. The NFL has described the current status of its unfair labor practice (ULP) charge before the NLRB in a manner that does not comport with how the NLRB deals with such charges. I say this based on decades of experience with NLRB cases.

28. Any person can file a ULP charge with the NLRB. That does not mean that it has any merit, or that the NLRB will initiate a proceeding to address the issue.

29. As an initial matter, any ULP charge is investigated and reviewed by staff at an NLRB regional office. That is the current status of the NFL’s charge that the NFLPA did not engage in good faith collective bargaining

(notwithstanding the two years of effort), and its charge as to the NFLPA's renunciation of its collective bargaining status.

30. Unless and until the NLRB regional office, in consultation with the NLRB General Counsel's office in the District of Columbia in certain cases, decides to issue a complaint, there is, in fact, no NLRB proceeding pending. Unless and until the NLRB decides to actually file a complaint, the filing of the ULP charges evidences nothing more than allegations of a complaining party.

31. The NLRB staff can take many months before deciding whether to file a complaint, and, after a complaint is filed, the NLRB proceedings themselves can take years.

32. For example, on November 13, 1990, Larry Csonka, a former NFL player seeking to form a new union after the NFLPA had renounced its union status in 1989, filed a ULP charge, claiming that the NFL's continuing refusal to recognize the non-union status of the NFLPA interfered with his ability to organize a new union. The threshold issue was whether the NFLPA was still a "labor organization" under the NLRA, because, if it was not, no ULP complaint could be issued as a jurisdictional matter.

33. On June 26, 1991, more than seven months after the charge was filed, the NLRB Division of Advice issued an advice memorandum concluding that the charge had no merit and should be dismissed. The NLRB did

so after rejecting the NFL's contention that the NFLPA's disclaimer was a "sham," concluding that "the disclaimer is valid."

34. This advice memorandum was issued long after the charge was filed, and after Judge Doty had issued his decision that the non-statutory labor exemption no longer applied.

35. Judge Doty did not wait for the NLRB regional office to deal first with this charge. Indeed, in the proceedings before Judge Doty, the NFL argued that the NLRB had to determine the NFLPA's status, by "decertifying" the NFLPA, the functional equivalent of the relief the NFL seeks in response to this motion. Powell/McNeil, 764 F. Supp. at 1355. Judge Doty rejected that argument, holding that "there is no need for the NLRB to decertify the NFLPA." Id. at 1358 & n.7 ("Where, as here, the union concedes that it no longer has the support of a majority of employees to serve as their collective bargaining representative, requiring a decertification proceeding makes no sense.").

The NFL's Denial of Off-Season Irreparable Harm

36. The declaration submitted by Peter Ruocco on behalf of the NFL asserts that the players will not suffer irreparable harm in the absence of an immediate injunction, essentially because nothing or not much is happening in the NFL during the off-season. This is completely inconsistent with my experience in the NFL.

37. The facts are that the NFL has increasingly become a year-round business over the past twenty years, with players participating at many important club activities during this time of the so-called “off-season.”

38. For example, the off-season would normally be comprised of up to 14 weeks of practice activity as well as classroom sessions where players spend valuable time with their coaches learning their club’s offensive and defensive systems. Players are constantly working out at club facilities, under the supervision of club personnel who are constantly evaluating players. Players also undergo club supervised medical procedures and evaluations during the off-season. Veteran players typically engage in team-related activities during this time of year to maintain their playing abilities, and players, few of whom are assured of employment with a team, are doing everything possible to try to impress management personnel so they are better positioned to make the team.

39. Indeed, at this time of year, teams are intensively preparing for the “draft” of new players leaving college. The draft has a profound impact on team rosters and decisions as to which players to keep, or not keep, in preparation for the upcoming season. Notwithstanding the lockout, the NFL is proceeding with the draft, and teams are making personnel decisions for the draft, affecting player careers and lives.

40. Most significantly, now is the time when free agency should be taking place and players should be marketing their services to find the right

team in which they have the best chance to make a roster, be a starter, or otherwise advance their careers. This process requires an extended period of time to play out in a fair manner for all players, and any elimination or compression of this free agency period will lead to a set of scrambled outcomes and harms to different players that cannot be undone.

41. The continuing lockout of players is thus already having an adverse and irreparable impact on player careers far beyond issues of money. The most obvious issue is the continuing impact on whether players will, or will not, make a particular team or be able to sign with the team that gives them the best chance to play. Those decisions are impacted on a continuing basis with workouts, classroom study, medical rehabilitation, on-field team practices, and other interaction with the NFL teams.

42. The fact that players will be boycotted and denied any activities with the NFL teams during the lockout will especially affect the less experienced players, and players who were recently signed by teams, because those players need to learn new systems to better enable them to compete for a job. These players are among the most vulnerable and cannot afford to be held back with weeks or months of inactivity when they will have to compete against already established players competing for the same jobs. On the opposite end, players who are holding on at the end of their careers will likely be severely harmed by

any prolonged period of inactivity, so that their careers may prematurely end due to the lockout.

43. In short, one way or another, virtually all players throughout the league will be irreparably harmed by the owners' lockout before training camp begins or a single game is missed.

Dated: March 28, 2011

s/Richard A. Berthelsen

Richard A. Berthelsen

EXHIBIT A

WEIL, GOTSHAL & MANGES

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

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August 23, 1990

Herbert Dym, Esq.
Covington & Burling
1201 Pennsylvania Ave., N.W.
Washington, D. C. 20044

Dear Herb:

This letter will confirm our understanding regarding any meetings to be held between counsel or other representatives for the NFL parties and counsel or other representatives for the other parties in the Brown, McNeil, Five Smiths, Powell, and NFL Properties cases.

These meetings are being conducted solely in the context of settlement negotiations in the above actions. It is intended that these meetings be regarded by all sides as confidential and off the record and the parties to the aforesaid litigations and the participants expressly agree that the existence of such meetings shall not be disclosed to members of the press or to anyone else. Neither the fact of the meetings nor the contents of any discussions therein will be used, referred to, or relied upon by either side, their agents, or representatives, in any judicial or administrative proceeding whatsoever, nor will these meetings (or any meeting or discussion held in preparation for or in connection with such meetings) be the subject of any deposition or other discovery in such a proceeding. Neither side will assert that the meetings are being conducted for the purposes of collective bargaining or for any purpose other than to settle the above actions.

Neither the NFL parties nor persons affiliated with them nor the other parties to the litigation or their representatives will discuss the fact of or the content of any of the meetings with the press. In the event that the press becomes aware of and make inquires regarding these

Exhibit B

WEIL, GOTSMAL & MANGES

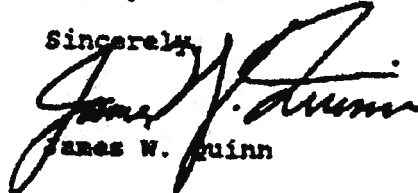
Herbert Dym, Esq.
August , 1990
Page 2

meetings, the only statement that will be made to the press is as follows:









Representatives of the plaintiffs and defendants in a variety of lawsuits pending between various NFL players, NFL clubs and others have met to discuss the possibility of settling these litigations. The meetings are confidential. The parties will have no further comment on the existence or substance of these meetings.


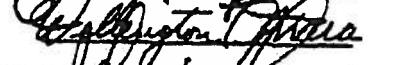

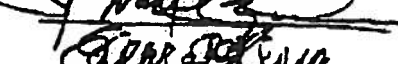
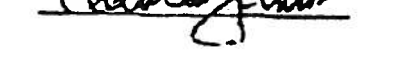


If the foregoing accurately reflects your understanding, please sign in the space provided below.

Sincerely,


James W. Quinn

Agreed to and accepted:

WEIL, GOTSHAL & MANGES

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

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FAX: 4471-629-7900

October 9, 1991

Paul Tagliabue
Commissioner
National Football League
410 Park Avenue
New York, NY

Dear Paul:

This letter will confirm our understanding regarding any meetings to be held between the NFL defendants and counsel or other representatives for plaintiffs in the Allen, Schuler, Mullen, Tice, Brown, McNeil, Five Smiths, Powell, and NFL Properties cases.

These meetings are being conducted solely in the context of settlement negotiations in the above actions. It is intended that these meetings be regarded by all sides as confidential and off the record and the participants expressly agree that the existence of such meetings shall not be disclosed to members of the press or to anyone else. Neither the fact of the meetings nor the contents of any discussions therein will be used, referred to, or relied upon by either side, their agents, or representatives, in any judicial or administrative proceeding whatsoever, nor will this meeting be the subject of any deposition or other discovery in such a proceeding. Neither side will assert that the meetings are being conducted for the purposes of collective bargaining or for any purpose other than to settle the above actions.

Neither the NFL defendants nor persons affiliated with them nor plaintiffs' representatives will discuss the fact of or the content of any of the meetings with the press. In the event that the press becomes aware of and

Exhibit C

WEIL GOTSHAL & MANGES

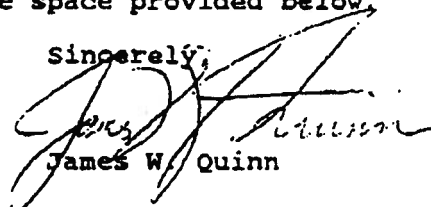
Paul Tagliabue
October 9, 1991
Page 2

make inquires regarding these meetings, the only statement that will be made to the press is as follows:


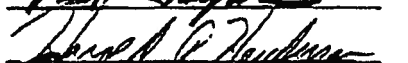

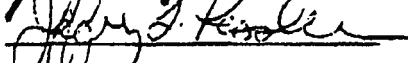

Representatives of the plaintiffs and defendants in a variety of lawsuits pending between various NFL players and NFL clubs have met to discuss the possibility of settling these litigations. The meetings are confidential. The parties will have no further comment on the existence or substance of these meetings.

If the foregoing accurately reflects your understanding, please sign in the space provided below.

Sincerely,


James W. Quinn

Agreed to and accepted:

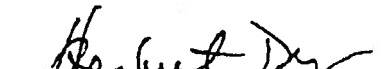
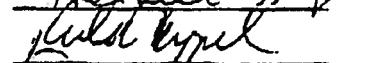
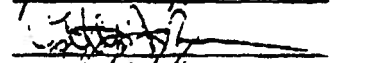
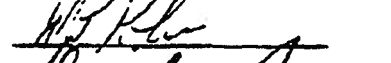







EXHIBIT B

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

-----x	:	
REGGIE WHITE, et al.,	:	
	:	
Plaintiffs,	:	Civil Action
	:	No. 4-92-906
v.	:	
	:	
NATIONAL FOOTBALL LEAGUE, et al.,	:	Judge Doty
	:	
Defendants.	:	
-----x	:	

STIPULATION AND SETTLEMENT AGREEMENT

As Amended

May 6, 1993

XXVI. TERMINATION PRIOR TO EXPIRATION DATE

1. In the event that this Agreement does not receive Court Approval or is invalidated by any appellate court prior to September 1, 1993:

(a) this Action and the Related Litigation shall be reinstated to the status quo ante that existed in such actions prior to January 6, 1993;

(b) all pending motions in White and McNeil shall be decided by the Court; and

(c) with respect to all Player Contracts entered into by Unrestricted Free Agents during the period from March 1 to the date of such disapproval, and by Restricted Free Agents during the period from March 1 to the date of such disapproval:

(i) any Club that had rights to the services of any such player on January 31, 1993 shall have the right to assume any such Player Contract by notice to the player, the New Club, Class Counsel, and any Players Union, within ten days of the date of such disapproval, and in such event such Prior Club shall have the same rights to the services of such player that the New Club would have had under such Player Contract; and

(ii) within twenty days of the date of such disapproval, any such player shall have the right to void any such Player Contract, whether such contract was assumed by the Old Club or not, by notice to the Old Club or New Club, which clubs shall notify Class Counsel and any Players Union of such election as soon as possible but in no event no later than one day after receiving such notice (in the event the player voids such Player Contract, the player shall return to the Team any compensation received thereunder); and any such player shall have such further relief as determined by the Court pursuant to the pending motions in White and McNeil.

(iii) in the event that a player voids a Player Contract pursuant to subparagraphs (c)(ii) above, such player shall not be entitled to assert any claim covered by the releases and covenants not to sue set forth in Article XIX (Releases and Covenants Not to Sue) that arise out of such Player Contract after the date of such election; and

(iv) in the event that a player elects not to void a Player Contract pursuant to subparagraph (c)(ii) above, such player shall not be entitled to assert any claim covered by the releases and covenants not to sue

set forth in Article XIX (Releases and Covenants Not to Sue) that arise out of such Player Contract.

2. In the event that this Agreement receives Court Approval but such approval is invalidated by any appellate court on or after September 1, 1993:

(a) this Action and the Related Litigations shall be reinstated to the status quo ante that existed in such actions prior to January 6, 1993;

(b) all Player Contracts entered into prior to such date of such disapproval shall remain in full force and effect and shall be binding on all Parties;

(c) a player with a Player Contract referred to in subparagraph (b) above shall not be entitled to assert any claim covered by the releases and covenants not to sue set forth in Article XIX (Releases And Covenants Not to Sue) that arises out of such Player Contract, for conduct prior to such disapproval consistent with the express terms of this Agreement.

3. (a) If at any time after Court Approval during the term of this Agreement, any provision of the Agreement is enjoined, declared null and void, rendered unenforceable or otherwise invalidated by a court of

competent jurisdiction, and such court's order having become final and all appeals through the Court of Appeals having been exhausted, the provision in question shall be severed from the Agreement, and the remainder of the Agreement shall remain in full force and effect.

(b) Notwithstanding anything in subparagraph (a) above, either the NFL or Class Counsel shall have the right to terminate this Agreement if one or more of the following provisions is rendered invalid, null and void, as unenforceable: (1) Articles IV, VII, X-XIV, XVIII, XIX, and XXIV, or (2) the provisions relating to the maintenance of a mandatory settlement class under Rule 23(b)(1). If either the NFL or Class Counsel wishes to exercise its option to terminate, it may do so by serving upon the other parties written notice of termination within 30 days of the date of such determination and any appeals relating thereto.

4. If at any time the conditions of Article XIV (Enforcement of Anti-Collusion Provisions), subparagraph 12(a), (b) or (c) are satisfied, Class Counsel shall have the right to terminate this Agreement. To execute such a termination, Class Counsel shall serve upon the NFL written notice of termination within thirty days after the Special Master's report finding the requisite conditions becomes

final and any appeals therefrom to the District Court have been exhausted. The Parties agree, however, that such termination shall be stayed if any Party appeals such finding to the Court of Appeals. All Parties agree to seek and accept expedited review in any appeal of a collusion determination, with all the procedural limitations thereof. Thirty days after any expedited review by the Court of Appeals, and in the absence of a stay by the U.S. Supreme Court within ten days thereof, the termination shall be effective, unless the Parties agree otherwise. The Parties shall confer in person or by telephone during the thirty day period to attempt to resolve the dispute.

5. In effectuation of this Agreement, in the event that a majority of NFL players have not decided to be represented by a Players Union or a CBA is not executed by the time of Court Approval, Defendants shall have the option to terminate this Agreement and the parties will return to the status quo prior to this Agreement, under the same terms and conditions as if Court Approval had been denied at such time.

6. If this Agreement is terminated after the Closing Date, the following rules apply:

(a) the waivers, covenants not to sue, and releases of claims for past injuries from August 31, 1987 through the end of the 1992 League Year set forth in Article XIX (Releases and Covenants Not To Sue) shall remain in effect, and all settlement payments shall continue to be paid pursuant to Article XII (Settlement Payments) notwithstanding such termination, except that the \$115,000,000 in payments for Class Members shall be proportionately reduced by the fraction of terminated League Years set forth in Article XXV (Term of Agreement), divided by seven;

(b) Class Counsel, the Players Association, any Players Union, and all Class Members may not assert any claim against Defendants for any conduct engaged in prior to such termination that was pursuant to and in compliance with this Agreement; however, nothing in this Agreement shall preclude or limit the right of Class Counsel, the Players Association, any Players Union, or any player to commence any new action with respect to any claims arising after such termination or against any conduct or threatened conduct of Defendants after termination;

(c) all Player Contracts that were entered into prior to such termination pursuant to the terms of this

Agreement, and all assignments of such contracts, shall be deemed to be valid and enforceable, notwithstanding the termination of this Agreement; and

(d) this Action shall be maintained solely for the purpose of enforcing claims of violations of this Agreement arising prior to its termination.

7. Any failure of the NFL, Class Counsel or any Players Union to exercise its right to terminate this Agreement with respect to any League Year in accordance with this Article shall not be deemed a waiver of or in any way impair or prejudice any right of any such party, if any, to terminate this Agreement in accordance with this Article with respect to any succeeding League Year.

8. In the event that a CBA is not ratified by the membership of the National Football League Players Association ("NFLPA") pursuant to the NFLPA's Constitution and By-Laws, Defendants shall have the option to terminate this Agreement. The Defendants may exercise such option to terminate between December 1, 1993 and December 10, 1993 but such termination will not take effect until February 19, 1994. The NFLPA shall use its best efforts to complete the ratification process within forty-five (45) days after a CBA is signed and will inform the Defendants, in writing, of the

results of any ratification proceedings within five (5) days after the results are known.

9. In no event shall any of the funds specified to be paid pursuant to Article XII (Settlement Payments) be distributed from the Fund until the CBA has been ratified. If Defendants exercise their option to terminate this Agreement in accordance with these provisions, all monies in the Fund, including accrued interest and investment earnings but less expenses and fee of the Receiving Agent, shall be returned to Defendants within three (3) business days after such option is exercised.

10. In the event ratification of the CBA has been rejected and the Defendants terminate this Agreement, the Parties will return to the status quo existing prior to the execution of this Agreement under the same terms and conditions, as if Court Approval had been invalidated pursuant to paragraph two (2) of this Article.

XXVII. GOVERNING LAW

To the extent that federal law does not govern the implementation of this Agreement or of the Final Consent Judgment, this Agreement and the Final Consent Judgment

EXHIBIT C



NATIONAL FOOTBALL LEAGUE

Dennis Curran
Senior Vice President
of Labor Litigation & Policy

March 11, 2011

VIA EMAIL

DeMaurice Smith
Executive Director
National Football League Players Association
1133 20th Street, N.W.
Washington, DC 20036

Dear De:

Please be advised that, assuming the National Football League ("NFL") and the National Football League Players Association ("Union") have not agreed upon terms for a collective bargaining agreement by 11:59 p.m. on March 11, 2011 (when the parties' current agreement expires), the NFL's member Clubs will institute a lockout of members of the Union's bargaining unit immediately thereafter.

In the event of a lockout, Clubs will be delivering letters to their players in the form attached hereto. Should you have any questions, please do not hesitate to contact me.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Dennis Curran".

Dennis Curran

cc: Roger Goodell
Jeff Pash
Richard Berthelsen

[On Club Letterhead]

March 11, 2011

[Player Name]

[Address]

Dear [Player Name]:

This is to inform you that the [Club Name] ("Club") will institute a lockout of its players at 12:00 a.m. Eastern time on March 12, 2011.

During the lockout, the following will be in effect:

1. You may not enter any Club facility or the stadium, except for the purpose of attending a non-Club event or Club charitable event.
2. You will not receive any compensation from the Club.
3. The Club will not pay for or provide health insurance or other active-player benefits or services. You have already received separate communications regarding your option to pay for health benefits continuation under COBRA.
4. You will not be permitted to perform any services under your Player Contract or otherwise perform any duties for the Club. This includes, but is not limited to, any duties you would otherwise be performing at Club facilities, such as playing, practicing, working out, attending meetings, consulting with Club medical or training staff (except as provided below), and making promotional appearances for the Club.
5. Testing and treatment obligations under the Policy and Program for Substances of Abuse and Policy on Anabolic Steroids and Related Substances will cease.
6. If you need information from the Club's human resources department (such as copies of your tax information, child support correspondence, or to arrange collection of personal property you may have left on Club premises), please call [human resources representative's name and title] at [contact number].
7. Except for the human resources representative noted above, Club personnel (coaches, trainers and other non-player staff) will not communicate with you regarding football or any other Club or NFL business issues. This means that they will not communicate with you regarding any issues relating to your current or potential contract terms, or about collective bargaining negotiations between the NFL and the Union.

This will be the case whether you are currently under contract with the Club or not.

8. If you have an agent, the same procedures stated above concerning access to Club facilities and communications with the Club will apply to your agent.
9. The Club will not give you any further instructions or guidance as to workouts or training.
10. Except for injured players rehabilitating from football-related injuries, the Club will not provide, arrange or pay for facilities, equipment or other services relating to training or workouts. Injured players will receive a separate letter regarding their treatment and rehabilitation during a lockout. Clubs will not provide or pay for treatment for non-football related injuries or illnesses.
11. Club security and Player Development staff will not assist you with legal or other problems.
12. If you engage in any activities during the lockout, even training, you do so at your own risk. Any injury resulting from such activities will not be the responsibility or liability of the Club or the NFL. You are free to engage in alternate employment during the lockout, but you will not be protected by the Club or the NFL against injuries during such employment. Once a new labor agreement is reached between the NFL and the Union, you may be expected to report to the Club immediately. Therefore, you should structure any alternate employment so you can return to the Club promptly after a new labor agreement is reached.

Should you have any questions, please contact the NFL Players Association.

Sincerely,


[Club Executive]

EXHIBIT D

REAFFIRMATION OF THE END OF COLLECTIVE BARGAINING STATUS

RESOLVED, that as authorized by a majority of NFL Players who indicated both before and after the expiration of the CBA that they wished to end the previous collective bargaining status of the NFLPA, it is hereby reaffirmed that the NFLPA is not the collective bargaining representative of NFL players.

I hereby vote Yes (vote YES or NO)


(Signature of Player Director)

LEVI J. BROWN III
(Print your name)

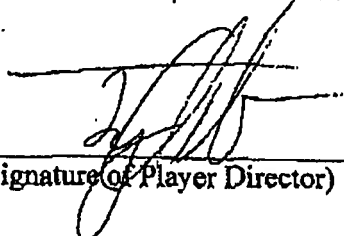
AZ CARDINALS
(Team)

03/21/11
(Date)

REAFFIRMATION OF THE END OF COLLECTIVE BARGAINING STATUS

RESOLVED, that as authorized by a majority of NFL Players who indicated both before and after the expiration of the CBA that they wished to end the previous collective bargaining status of the NFLPA, it is hereby reaffirmed that the NFLPA is not the collective bargaining representative of NFL players.

I hereby vote Yes (vote YES or NO)


(Signature of Player Director)

Tyson Clabeo
(Print your name)

REAFFIRMATION OF THE END OF COLLECTIVE BARGAINING STATUS

RESOLVED, that as authorized by a majority of NFL Players who indicated both before and after the expiration of the CBA that they wished to end the previous collective bargaining status of the NFLPA, it is hereby reaffirmed that the NFLPA is not the collective bargaining representative of NFL players.

I hereby vote Yes (vote YES or NO)


(Signature of Player Director)

Chris Carr
(Print your name)

Ravens
(Team)

3/21/11
(Date)

REAFFIRMATION OF THE END OF COLLECTIVE BARGAINING STATUS

RESOLVED, that as authorized by a majority of NFL Players who indicated both before and after the expiration of the CBA that they wished to end the previous collective bargaining status of the NFLPA, it is hereby reaffirmed that the NFLPA is not the collective bargaining representative of NFL players.

I hereby vote Yes (vote YES or NO)

George Wilson
(Signature of Player Director)

George Wilson
(Print your name)


Buffalo
(Team)

3/21/11
(Date)

REAFFIRMATION OF THE END OF COLLECTIVE BARGAINING STATUS

RESOLVED, that as authorized by a majority of NFL Players who indicated both before and after the expiration of the CBA that they wished to end the previous collective bargaining status of the NFLPA, it is hereby reaffirmed that the NFLPA is not the collective bargaining representative of NFL players.

I hereby vote YES (vote YES or NO)


(Signature of Player Director)

STEVONNE SMITH
(Print your name)

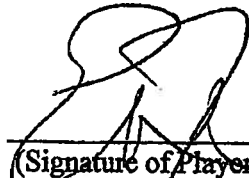
CAROLINA PANTHERS
(Team)

3-21-2011
(Date)

REAFFIRMATION OF THE END OF COLLECTIVE BARGAINING STATUS

RESOLVED, that as authorized by a majority of NFL Players who indicated both before and after the expiration of the CBA that they wished to end the previous collective bargaining status of the NFLPA, it is hereby reaffirmed that the NFLPA is not the collective bargaining representative of NFL players.

I hereby vote yes (vote YES or NO)


(Signature of Player Director)

Eddie Williams
(Print your name)

Bears
(Team)

3/21/11
(Date)

REAFFIRMATION OF THE END OF COLLECTIVE BARGAINING STATUS

RESOLVED, that as authorized by a majority of NFL Players who indicated both before and after the expiration of the CBA that they wished to end the previous collective bargaining status of the NFLPA, it is hereby reaffirmed that the NFLPA is not the collective bargaining representative of NFL players.

I hereby vote: yes (vote YES or NO)

Reginald Kelly
(Signature of Player Director)

Reginald Kelly
(Print your name)

Cincinnati Bengals
(Team)

March 22, 2011
(Date)

REAFFIRMATION OF THE END OF COLLECTIVE BARGAINING STATUS

RESOLVED, that as authorized by a majority of NFL Players who indicated both before and after the expiration of the CBA that they wished to end the previous collective bargaining status of the NFLPA, it is hereby reaffirmed that the NFLPA is not the collective bargaining representative of NFL players.

I hereby vote Yes (vote YES or NO)



(Signature of Player Director)

Scott Fujita

(Print your name)

Browns

(Team)

3/21/11

(Date)

REAFFIRMATION OF THE END OF COLLECTIVE BARGAINING STATUS

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I hereby vote YES (vote YES or NO)



(Signature of Player Director)

TONY PASHOS

(Print your name)

Cleveland Browns

(Team)

3-21-11

(Date)

REAFFIRMATION OF THE END OF COLLECTIVE BARGAINING STATUS

RESOLVED, that as authorized by a majority of NFL Players who indicated both before and after the expiration of the CBA that they wished to end the previous collective bargaining status of the NFLPA, it is hereby reaffirmed that the NFLPA is not the collective bargaining representative of NFL players.

I hereby vote Yes (vote YES or NO)

Demarcus Ware
(Signature of Player Director)

Demarcus Ware
(Print your name)

Dallas Cowboys
(Team) Q

3/21/11
(Date)

REAFFIRMATION OF THE END OF COLLECTIVE BARGAINING STATUS

RESOLVED, that as authorized by a majority of NFL Players who indicated both before and after the expiration of the CBA that they wished to end the previous collective bargaining status of the NFLPA, it is hereby reaffirmed that the NFLPA is not the collective bargaining representative of NFL players.

I hereby vote YES (vote YES or NO)

B. P. Dawkins Sr.
(Signature of Player Director)

Brian P. Dawkins Sr.
(Print your name)

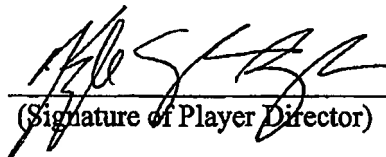
Broncos
(Team)

3/21/11
(Date)

REAFFIRMATION OF THE END OF COLLECTIVE BARGAINING STATUS

RESOLVED, that as authorized by a majority of NFL Players who indicated both before and after the expiration of the CBA that they wished to end the previous collective bargaining status of the NFLPA, it is hereby reaffirmed that the NFLPA is not the collective bargaining representative of NFL players.

I hereby vote yes (vote YES or NO)


(Signature of Player Director)

Kyle Vanden Bosch
(Print your name)

Detroit Lions
(Team)

3/21/11
(Date)

David Fehrer
212-259-6333

REAFFIRMATION OF THE END OF COLLECTIVE BARGAINING STATUS

RESOLVED, that as authorized by a majority of NFL Players who indicated both before and after the expiration of the CBA that they wished to end the previous collective bargaining status of the NFLPA, it is hereby reaffirmed that the NFLPA is not the collective bargaining representative of NFL players.

I hereby vote Yes (vote YES or NO)

Mark Tauscher

(Signature of Player Director) (Print your name)

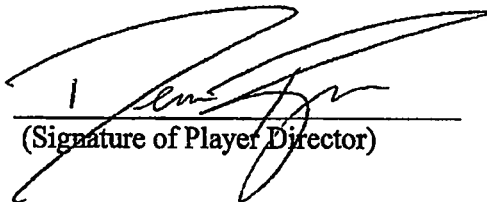
Mark Tauscher Green Bay 3-25-11

(Team) (Date)

REAFFIRMATION OF THE END OF COLLECTIVE BARGAINING STATUS

RESOLVED, that as authorized by a majority of NFL Players who indicated both before and after the expiration of the CBA that they wished to end the previous collective bargaining status of the NFLPA, it is hereby reaffirmed that the NFLPA is not the collective bargaining representative of NFL players.

I hereby vote YES (vote YES or NO)


(Signature of Player Director)

Demeco Ryans
(Print your name)

Houston Texans
(Team)

3/21/11
(Date)

REAFFIRMATION OF THE END OF COLLECTIVE BARGAINING STATUS

RESOLVED, that as authorized by a majority of NFL Players who indicated both before and after the expiration of the CBA that they wished to end the previous collective bargaining status of the NFLPA, it is hereby reaffirmed that the NFLPA is not the collective bargaining representative of NFL players.

I hereby vote yes (vote YES or NO)

Jeff Saturday
(Signature of Player Director)

Jeff Saturday
(Print your name)

Cb/Hs
(Team)

3/21/11
(Date)

REAFFIRMATION OF THE END OF COLLECTIVE BARGAINING STATUS

RESOLVED, that as authorized by a majority of NFL Players who indicated both before and after the expiration of the CBA that they wished to end the previous collective bargaining status of the NFLPA, it is hereby reaffirmed that the NFLPA is not the collective bargaining representative of NFL players.

I hereby vote Yes (vote YES or NO)

Gary Brackett
(Signature of Player Director)

Gary Brackett
(Print your name)


Colts
(Team)

3/21/11
(Date)

REAFFIRMATION OF THE END OF COLLECTIVE BARGAINING STATUS

RESOLVED, that as authorized by a majority of NFL Players who indicated both before and after the expiration of the CBA that they wished to end the previous collective bargaining status of the NFLPA, it is hereby reaffirmed that the NFLPA is not the collective bargaining representative of NFL players.

I hereby vote YES (vote YES or NO)


(Signature of Player Director)

JORDAN BLACK
(Print your name)

JAGUARS
(Team)

3/21/2011
(Date)

REAFFIRMATION OF THE END OF COLLECTIVE BARGAINING STATUS

RESOLVED, that as authorized by a majority of NFL Players who indicated both before and after the expiration of the CBA that they wished to end the previous collective bargaining status of the NFLPA, it is hereby reaffirmed that the NFLPA is not the collective bargaining representative of NFL players.

I hereby vote Yes (vote YES or NO)

Aaron Kampman
(Signature of Player Director)

AARON KAMPMAN
(Print your name)

JACKSONVILLE JAGUARS
(Team)

3/21/11
(Date)

REAFFIRMATION OF THE END OF COLLECTIVE BARGAINING STATUS

RESOLVED, that as authorized by a majority of NFL Players who indicated both before and after the expiration of the CBA that they wished to end the previous collective bargaining status of the NFLPA, it is hereby reaffirmed that the NFLPA is not the collective bargaining representative of NFL players.

I hereby vote Yes (vote YES or NO)


(Signature of Player Director)

Asch Stuckebaker
(Print your name)

Kansas City
(Team)

3/21/11
(Date)

REAFFIRMATION OF THE END OF COLLECTIVE BARGAINING STATUS

RESOLVED, that as authorized by a majority of NFL Players who indicated both before and after the expiration of the CBA that they wished to end the previous collective bargaining status of the NFLPA, it is hereby reaffirmed that the NFLPA is not the collective bargaining representative of NFL players.

I hereby vote Yes (vote YES or NO)

[Signature]
(Signature of Player Director)

Brian Waters
(Print your name)

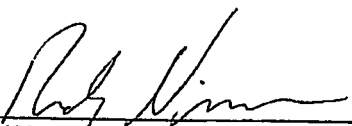
KC
(Team)

3-21-11
(Date)

REAFFIRMATION OF THE END OF COLLECTIVE BARGAINING STATUS

RESOLVED, that as authorized by a majority of NFL Players who indicated both before and after the expiration of the CBA that they wished to end the previous collective bargaining status of the NFLPA, it is hereby reaffirmed that the NFLPA is not the collective bargaining representative of NFL players.

I hereby vote yes (vote YES or NO)


(Signature of Player Director)

Rudy Niswanger
(Print your name)


KC Chiefs
(Team)

3/21/11
(Date)

REAFFIRMATION OF THE END OF COLLECTIVE BARGAINING STATUS

RESOLVED, that as authorized by a majority of NFL Players who indicated both before and after the expiration of the CBA that they wished to end the previous collective bargaining status of the NFLPA, it is hereby reaffirmed that the NFLPA is not the collective bargaining representative of NFL players.

I hereby vote YES (vote YES or NO)


(Signature of Player Director)

JOHN DENNEY
(Print your name)

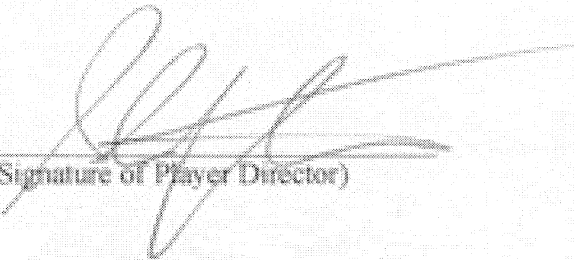
MIAMI DOLPHINS
(Team)

3/21/11
(Date)

REAFFIRMATION OF THE END OF COLLECTIVE BARGAINING STATUS

RESOLVED, that as authorized by a majority of NFL Players who indicated both before and after the expiration of the CBA that they wished to end the previous collective bargaining status of the NFLPA, it is hereby reaffirmed that the NFLPA is not the collective bargaining representative of NFL players.

I hereby vote YES (vote YES or NO)


(Signature of Player Director)

Steven Hutchinson
(Print your name)

REAFFIRMATION OF THE END OF COLLECTIVE BARGAINING STATUS

RESOLVED, that as authorized by a majority of NFL Players who indicated both before and after the expiration of the CBA that they wished to end the previous collective bargaining status of the NFLPA, it is hereby reaffirmed that the NFLPA is not the collective bargaining representative of NFL players.

I hereby vote YES (vote YES or NO)


(Signature of Player Director)

MATT LIGHT
(Print your name)

PATRIOTS
(Team)

3/24/11
(Date)

REAFFIRMATION OF THE END OF COLLECTIVE BARGAINING STATUS

RESOLVED, that as authorized by a majority of NFL Players who indicated both before and after the expiration of the CBA that they wished to end the previous collective bargaining status of the NFLPA, it is hereby reaffirmed that the NFLPA is not the collective bargaining representative of NFL players.

I hereby vote Yes (vote YES or NO)

[Signature]
(Signature of Player Director)

Jon Stinchcomb
(Print your name)


N.O. Saints
(Team)

3/21/11
(Date)

REAFFIRMATION OF THE END OF COLLECTIVE BARGAINING STATUS

RESOLVED, that as authorized by a majority of NFL Players who indicated both before and after the expiration of the CBA that they wished to end the previous collective bargaining status of the NFLPA, it is hereby reaffirmed that the NFLPA is not the collective bargaining representative of NFL players.

I hereby vote yes (vote YES or NO)


(Signature of Player Director)

Draw Brees
(Print your name)

Saints
(Team)

3/21/11
(Date)

REAFFIRMATION OF THE END OF COLLECTIVE BARGAINING STATUS

RESOLVED, that as authorized by a majority of NFL Players who indicated both before and after the expiration of the CBA that they wished to end the previous collective bargaining status of the NFLPA, it is hereby reaffirmed that the NFLPA is not the collective bargaining representative of NFL players.

I hereby vote YES (vote YES or NO)


(Signature of Player Director)

SHAUN O'HARA
(Print your name)

NY GIANTS
(Team)

3/21/11
(Date)

REAFFIRMATION OF THE END OF COLLECTIVE BARGAINING STATUS

RESOLVED, that as authorized by a majority of NFL Players who indicated both before and after the expiration of the CBA that they wished to end the previous collective bargaining status of the NFLPA, it is hereby reaffirmed that the NFLPA is not the collective bargaining representative of NFL players.

I hereby vote Yes (vote YES or NO)

[Signature]
(Signature of Player Director)

NY Jets
(Team)

JIM LEONARD
(Print your name)

3/21/11
(Date)

REAFFIRMATION OF THE END OF COLLECTIVE BARGAINING STATUS

RESOLVED, that as authorized by a majority of NFL Players who indicated both before and after the expiration of the CBA that they wished to end the previous collective bargaining status of the NFLPA, it is hereby reaffirmed that the NFLPA is not the collective bargaining representative of NFL players.

I hereby vote Yes (vote YES or NO)

Zach Miller
(Signature of Player Director)

Zach Miller
(Print your name)

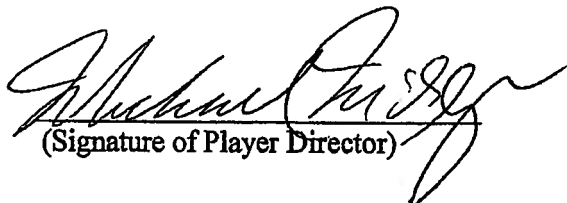
Oakland Raiders
(Team)

3/21/11
(Date)

REAFFIRMATION OF THE END OF COLLECTIVE BARGAINING STATUS

RESOLVED, that as authorized by a majority of NFL Players who indicated both before and after the expiration of the CBA that they wished to end the previous collective bargaining status of the NFLPA, it is hereby reaffirmed that the NFLPA is not the collective bargaining representative of NFL players.

I hereby vote YES (vote YES or NO)


(Signature of Player Director)

MIKE MCGLYNN
(Print your name)

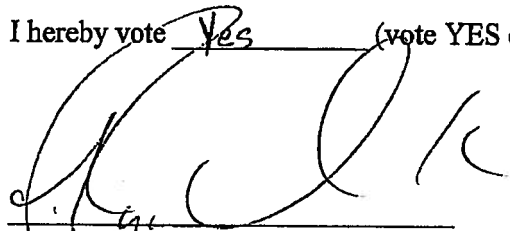
EAGLES
(Team)

3-20-2011
(Date)

REAFFIRMATION OF THE END OF COLLECTIVE BARGAINING STATUS

RESOLVED, that as authorized by a majority of NFL Players who indicated both before and after the expiration of the CBA that they wished to end the previous collective bargaining status of the NFLPA, it is hereby reaffirmed that the NFLPA is not the collective bargaining representative of NFL players.

I hereby vote Yes (vote YES or NO)


(Signature of Player Director)

Ryan Clark
(Print your name)

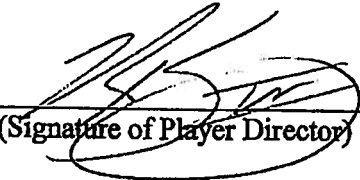
Steelers
(Team)

3-21-11
(Date)

REAFFIRMATION OF THE END OF COLLECTIVE BARGAINING STATUS

RESOLVED, that as authorized by a majority of NFL Players who indicated both before and after the expiration of the CBA that they wished to end the previous collective bargaining status of the NFLPA, it is hereby reaffirmed that the NFLPA is not the collective bargaining representative of NFL players.

I hereby vote Yes (vote YES or NO)


(Signature of Player Director)

Max Starks
(Print your name)

Pittsburgh Steelers
(Team)

3/21/11
(Date)

REAFFIRMATION OF THE END OF COLLECTIVE BARGAINING STATUS

RESOLVED, that as authorized by a majority of NFL Players who indicated both before and after the expiration of the CBA that they wished to end the previous collective bargaining status of the NFLPA, it is hereby reaffirmed that the NFLPA is not the collective bargaining representative of NFL players.

I hereby vote Yes (vote YES or NO)


(Signature of Player Director)

Nicholas Hardwick
(Print your name)


San Diego
(Team)

3-22-11
(Date)

REAFFIRMATION OF THE END OF COLLECTIVE BARGAINING STATUS

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I hereby vote Yes (vote YES or NO)


(Signature of Player Director)

Patrick Willis
(Print your name)

49ers
(Team)

3-21-11
(Date)

REAFFIRMATION OF THE END OF COLLECTIVE BARGAINING STATUS

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I hereby vote Yes (vote YES or NO)

Tony Wragge
(Signature of Player Director)

Tony Wragge
(Print your name)

SF49ers
(Team)

3/21/11
(Date)

REAFFIRMATION OF THE END OF COLLECTIVE BARGAINING STATUS

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I hereby vote YES (vote YES or NO)

Chester Pitts
(Signature of Player Director)

Chester Pitts
(Print your name)

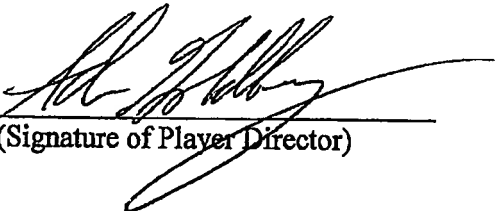
Seattle Seahawks
(Team)

3-21-11
(Date)

REAFFIRMATION OF THE END OF COLLECTIVE BARGAINING STATUS

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I hereby vote YES (vote YES or NO)


(Signature of Player Director)

A. Goldberg
(Print your name)

STL Rams
(Team)

3-21-11
(Date)

**REAFFIRMATION OF THE END OF COLLECTIVE BARGAINING
STATUS**

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I hereby vote Yes (vote YES or NO)


(Signature of Player Director)

Jeffrey Faine
(Print your name)

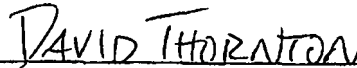
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I hereby vote YES (vote YES or NO)



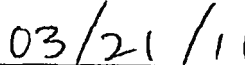
(Signature of Player Director)



(Print your name)



(Team)

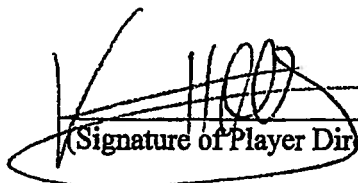


(Date)

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I hereby vote Yes (vote YES or NO)


(Signature of Player Director)

Vonnie Holliday
(Print your name)

Redskins
(Team)

03/21/11
(Date)